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 12 *Findlay*

13 **UNITED STATES DISTRICT COURT**

14 **FOR THE DISTRICT OF NEVADA**

15 BARRY JAMES CHRISTENSEN II,

16 Plaintiff,

vs.

17 FINDLAY ARN, LLC d/b/a AUDI RENO
 18 TAHOE, FINDLAY AUTOMOTIVE INC.,
 19 AND JUSTIN FINDLAY,

20 Defendants.

21 Case No.: 3:24-CV-00371-ART-CLB

22 **ORDER GRANTING**
DEFENDANT FINDLAY ARN, LLC DBA
AUDI RENO TAHOE'S REQUEST FOR
EXCEPTION TO ATTENDANCE OF
INSURANCE CARRIER AT EARLY
NEUTRAL EVALUATION SESSION

23 Defendant Findlay Arn, LLC d/b/a Audi Reno Tahoe (“Defendant”) by and through its
 24 undersigned counsel, hereby respectfully submits this request to allow its insurance carrier
 25 representative to attend the Early Neutral Evaluation (“ENE”) session scheduled for in person on
 26 August 4, 2025, before the Honorable Craig S. Denney, telephonically.

27 Pursuant to the Court’s Order (ECF No. 27), where a party is subject to coverage by an
 28 insurance carrier, a representative of the insurance carrier, with authority to settle the matter up to
 the full amount of the claim, must personally attend the ENE, unless an exception is granted.
 Although Defendant, Plaintiff’s former employer, is subject to coverage by an insurance carrier,
 the Self Insured Retention is six figures. Defendant does not believe that this lawsuit would
 resolve above its retention at this juncture.

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1 A telephonic appearance by Defendant's insurance carrier's representative will not inhibit
 2 or limit the parties' ability to negotiate or reach a potential settlement. Randee Anderson and
 3 Justin Findlay will be attending the ENE in-person. Randee Anderson has binding authority to
 4 settle this matter on Defendant's behalf. Randee Anderson is familiar with the claims alleged by
 5 Plaintiff and has extensive knowledge of the facts and circumstances surrounding Plaintiff's
 6 employment. Defendant's insurance carrier is confident in its insured's ability to negotiate a fair
 7 and final resolution of this matter.

8 If an exception to Defendant's insurance carrier's attendance requirement is granted, the
 9 claims representative will be available as needed telephonically for the entirety of the ENE.
 10 However, based on the allegations contained in Plaintiff's Complaint, and for reasons that will be
 11 discussed in detail in Defendant's ENE statement, Defendant believes the insurance policy's
 12 retention threshold far exceeds the value of Plaintiff's claims.

13 Defendant is confident in its ability to fully and in good faith participate in the ENE with
 14 the claims representative available telephonically. Based on the foregoing, Defendant respectfully
 15 requests that the Court's attendance requirement for Defendant's insurance carrier be waived, and
 16 that the Court approve Defendant's request to allow the claims representative to be available
 17 telephonically for August 4, 2025 ENE.

18 DATED this 28th day of July, 2025.

19 **OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**

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 21 /s/ Anthony L. Martin
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 27 *Attorneys for Defendants Findlay Arn, LLC d/b/a Audi Reno*
Tahoe, Findlay Automotive Inc., and Justin Findlay

28 IT IS SO ORDERED.

DATED: July 29, 2025.


 28 Craig S. Denney
 United States Magistrate Judge